

EXHIBIT A TO SCHEDULE 2.1(b)(I)

Hardware Schedule 2.1 (b)

Store Hardware	QTY	Notes
Eastern Bank Lease M1132 05-06-07		
NCR POS Systems	167	Includes terminals, monitors, printers
NCR PC's	57	
Dell Lease Schedule 16, 19, 22		
Dell Dimension PC's	45	
Non leased Hardware		
Security Cameras	49	There should be at least 1 security camera per store security system
Hardware in Repair Depot		
NCR PC's	13	
PC Monitors	15	
POS Terminal	40	
Receipt Printers	21	
Cash drawers	30	
Printers BOH	9	
Head Office Hardware		
Dell Leases 17,18, 21, 23, 24		
IKON Lease		
Pitney Bowes Lease		

POS equipment currently at Home Office

Back Office PC

NCR3234	3
NCR3236	2
NCR3272	8
Total BOH	13

PC Monitors

13

POS Terminals

NCR7454	26
NCR7453	11
Total POS	37

Point of Sale

NCR7194	21
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Cash Drawers

30

BOH Printers

Lexmark E310	4
Lexmark E+	2
Lexmark E22	1
Total Printers	7

Alpha Quick service software keys

2 Terminal Keys	2
#22445	
#6557	

3 Terminal Keys	4
#22469	
#22468	
#24247	
#24782	

4 Terminals Keys	2
#19599	
#19602	

5 Terminal Key	2
#20299	
#21221	

Equipment waiting to be repaired by NCR

Monitors	2
NCR7454	2
NCR7194	1
Lexmark E310	2

In Store Equipment

Store #	Location	B/O PC	B/O Printer	Terminals	Receipt Pr.	KV Unit	KV Monitors	Dell PC (security)
902	Groton	1	1	2	2			1
903	Norwich	1	1	4	4	1		1
906	Dunn's Corners	1	1	3	3			1
907	Meridan	1	1	3	3			1
909	Wyoming	1	1	4	4			1
910	Fall River	1	1	3	3	1		1
911	Fall River	1	1	4	4	1		1
913	University RI	1	1	2	2			1
915	Plainfield Pike	1	1	5	4	1	2	1
917	Dunn's Corners	1	1	5	3	2	3	1
918	Bradford	1	1	3	3			1
919	N Stonington	1	1	4	3			1
920	Narragansett	1	1	5	4	1		1
921	Groton	1	1	2	2			1
922	Coventry	1	1	5	4	1	2	1
923	Warwick Ave.	1	1	2	2			1
925	North Stonington	1	1	5	4	1		1
927	Wakefield	1	1	5	4	1		1
928	Newport Ave.	1	1	2	2			1
929	Swansea	1	1	3	3			1
931	Narragansett	1	1	3	3			1
932	Cranston	1	1	5	4	1	2	1
933	West Greenwich	1	1	5	4	1		1
934	Ashaway	1	1	3	3			1
935	Bald Hill Road	1	1	3	3			1
936	Groton	1	1	4	4	1		1
937	Old Lyme	1	1	2	2			1
938	Peacedale	1	1	2	2			1
943	West Warwick	1	1	3	3	1		1
944	North Kingstown	1	1	4	5	1		1
946	Oak Street	1	1	5	4	1		1
948	Pawcatuck	1	1	5	4	1		1
949	Mystic	1	1	2	2			1
950	Pawcatuck	1	1	5	4	1	2	1
953	New London	1	1	3	3	1		1
954	Salem	1	1	4	4	1		1
956	Coventry	1	1	3	3			1
957	Granite Street	1	1	5	4	1		1
958	Norwich	1	1	3	3			1
959	Charlestown	1	1	5	4	1		1
960	Vernon	1	1	3	4	1		1
961	Tiverton	1	1	3	3	1		1
962	Richmond	1	1	5	4	1		1
963	Smithfield	1	1	2	2	1		1
965	Killingly Street	1	1	3	2	1		1
968	South Country Tr	1	1	2	2			1
970	Westerly Hosp.	1	1	1	1			1
989	Waterford	1	1	5	4	1		1
	Total	48	48	169	153	28	11	48

SCHEDULE 2.1(b)(II)
MACHINERY AND EQUIPMENT TO BE PURCHASED FROM BESS EATON

All of the machinery, equipment, computer hardware, fixtures, furniture, furnishings, parts, tooling and other fixed assets leased by Bess Eaton from Eastern Bank, including without limitation those items described in the following lease schedules to Master Equipment Lease No. M1132 dated November 1, 1999, between Eastern Bank as Lessor and Bess Eaton Donut Flour Co., Inc., as Lessee:

Lease Schedule No. M1132-05

Lease Schedule No. M1132-06 dated November 1, 1999

Lease Schedule No. M1132-07 dated October 25, 2001

Lease Schedule No. M1132-08, dated September 10, 2001

Lease Schedule No. M1132-09 dated December 28, 2001 Lease Schedule No. M1132-10, dated June 6, 2002

Lease Schedule No. M1132-11, dated December 19, 2002

Lease Schedule No. M1132-12, dated April 9, 2003

The above list shall exclude equipment leased from Eastern Bank which forms part of the Excluded Assets described in Schedule 2.3(g).

EMPLOYEE NAMES IN SCHEDULE 2.1(C) HAVE NOT BEEN INCLUDED TO
PROTECT PRIVACY AND CONFIDENTIALITY WITH RESPECT TO EMPLOYEE
MATTERS.

Schedule 2.1(c) - Vehicles

PARTIES	NATURE OF CONTRACT	PAYMENT PROVISIONS	CANCELLATION TERMS AND ASSIGNMENT RIGHTS, ETC.
Emkay Inc. Trust and Bess Eaton Donut Flour Co., Inc.	Master vehicle lease. Vehicle lease agreement at Trac Lease (A) USA dated November 26, 2002	Monthly costs are individualized on Schedule A attached hereto and apply for all the leases where the leasing company is noted as "Emkay".	<p>Bess Eaton to confirm that there is no monthly depreciation charge referred to in paragraph 2 of Lease. The non-cancelable minimum lease term for each vehicle is 367 days beginning on the date the Lessee takes delivery. Thereafter the term may be renewed in accordance with the amortization schedule set for the vehicle in the vehicle order form for the full term of anticipated use [?]. After the noncancelable minimum lease term, Lessee may terminate lease upon 30 days' written notice to Lessor.</p> <p>Either party if not in default may terminate the master lease agreement by 30 days' advance notice to the other party. Upon that termination all vehicles leased less than the 367 days period shall be subject to rental payment for the entire 367 days. All vehicles returned must be delivered in good working order, condition and repair excepting only reasonable wear and tear caused by normal use.</p> <p>Any vehicle returned or surrendered shall be sold by the Lessor within such period as the Lessor and Lessee may agree or, in the absence of such agreement, within 60 days of such return or surrender. The proceeds of such sale shall exceed the depreciated value of the vehicle and if the Lessee is not in breach for default, the Lessor shall credit, or at its option, pay the excess less a 1 1/2% disposal fee of gross proceeds to the Lessee as a refund of rental. If the net proceeds of such sale are less than the depreciated value of the vehicle, Lessee shall pay the deficiency plus a 1 1/2% disposal fee on gross proceeds as additional rent to Lessee upon demand. Lessee shall not be liable to pay the Lessor for that portion of any such deficiency caused by the net proceeds being less than the following values:</p>

- (i) the vehicle sold at the end of the initial term of the lease - 16% of original capitalized cost; (ii) the vehicle sold at the end of the lease renewal period - 13% of the depreciated value of the vehicle as of the end of the month preceding such renewal; (iii) in the event that the net proceeds are less than the depreciated value because of damage, extraordinary wear and tear or excessive or unauthorized use, Lessee shall pay to the Lessor in addition to all of the amounts due to the Lessor, the amount of such deficiency attributable for such damage, extraordinary wear and tear, or excessive or unauthorized use.

Lessee shall provide Lessor with unqualified audited financial statements prepared and certified by an independent certified public accounting firm within 60 days at the end of each fiscal year.

PARTIES	NATURE OF CONTRACT	PAYMENT PROVISIONS	CANCELLATION TERMS AND ASSIGNMENT RIGHTS, ETC.
			<p>It is agreed that this constitutes a true lease.</p> <p>Lessor may assign this Agreement or an interest thereunder to a financial institution as security for Lessor's indebtedness or to its' own affiliates or subsidiaries without the consent of Lessee. No assignment by Lessee shall be valid or binding unless with the prior written consent of Lessor. All assignments shall involve a processing fee of \$100.00 per vehicle including assignments to related corporate entities. Lessor reserves the right to withhold consent of an assignment in the event the Lessor determines that assignee is not credit worthy.</p>

PARTIES	NATURE OF CONTRACT	PAYMENT PROVISIONS	CANCELLATION TERMS AND ASSIGNMENT RIGHTS, ETC.
Inskip Volvo and Louis Gencarelli re 2001 Volvo S60 and Inskip Volvo and Bess Eaton Donut Flour Co. re 2002 Volvo S602.4	Car lease.	See Schedule Attached.	

**SCHEDULE 2.1(C)
LEASED VEHICLE**

Driver	Vehicle	VIN	Lease		Lease		Leasing		2002 Taxes
			Begins	Ends	Payment	Company			
	03 Toyota Corolla	INXBR32EX3Z162199	24/03/2003	22/06/2006	\$384.76	Emkay	New vehicle		
	02 Taurus Sedan (Green)	1FAFP53U82A131116	07/11/2001	07/11/2004	\$369.00	Emkay	\$262.58		
	02 Volvo S60 (Black)	YV1RS61R922096892	16/11/2001	16/11/2004	\$549.98	Volvo	\$693.67		
	02 Volvo S60	YV1RS58D412061325	31/07/2001	31/10/2004	\$508.44	Volvo	\$685.89		
	03 Toyota Corolla	INXBR32EX3Z157549	24/03/2003	22/06/2006	\$384.76	Emkay	New vehicle		
	02 Taurus Sedan (Green)	1FAFP55241G270053	06/08/2001	06/08/2004	\$383.00	Emkay	\$303.12		
	01 Ford E350 Van	1FTNE24L41HB61526	05/07/2001	04/07/2004	\$535.00	Emkay	\$302.63		
	02 Ford F150 Super Cab	1FTRX18LX2NA56928	21/11/2001	21/11/2004	\$585.00	Emkay	Inc. in pmt.		
	01 Ford E350 Van	1FTNE24L61HB61527	05/07/2001	04/07/2004	\$535.00	Emkay	\$302.63		
	01 Ford E350 Van	1FTNE24L21HB61525	05/07/2001	04/07/2004	\$535.00	Emkay	\$302.63		

SCHEDULE 2.1(F) **CONTRACTS TO BE ASSUMED**

PARTIES	NATURE OF CONTRACT	PAYMENT PROVISIONS	CANCELLATION TERMS AND ASSIGNMENT
Dell Computer Leases between Dell Financial Services LP and Bess Eaton Donut Flour Co., Inc.	Computer Leases	<p>(1) Lease No. 001-003267783-016 commenced June 2001 for 36 months at \$361.49 per month.</p> <p>(2) 001-003267783-017 commenced June 2001 for 36 months at \$176.03 per month.</p> <p>(3) 001-003267783-018 commenced November 2001 for 36 months at \$15.83 per month.</p> <p>(4) 003267783-21 commenced April 2002 for 36 months at \$118.92 per month.</p> <p>(5) 001-003267783-022 commenced May 2002 for 36 months at \$1,118.15 per month.</p> <p>(6) 001-003267783-023 commenced June 2002 for 36 months at \$183.38 per month.</p> <p>(7) 001-003267783-024 commenced August 2002 for 36 months at \$169.08 per month.</p> <p>(8) 003-267735-16 commenced November 12, 2001 for 36 months at \$591.93 per month.</p>	<p>These contracts do not allow for assignment, sale of product or an interest in the lease. Vendor to bring at least sixty days notice of its intent to terminate the contract.</p>
COX Business Services, Inc. and Bess Eaton Donut Flour Co.	Telecommunications Facilities License Agreement. Entered into on the 25 day of November 2002.	<p>The Agreement is for a Term of three (3) years. No license fee per Bess Eaton.</p>	<p>This Agreement shall be binding upon Bess Eaton. After the end of the term (November 2005), either party may terminate the contract by giving the other party at least sixty days notice of its intent to terminate the contract.</p>
COX Business Services, Inc. and Bess Eaton Donut Flour Co.	Telecommunications Services Agreement. Entered into on the 10 day of October 2002.	<p>TERM IS 3 Years commencing October 2002. 1 Cox-Voice Service @ \$530.00 monthly / Block of 100 DID # @ \$20.00 monthly / 1 Bulk EUCI @ \$40.40 monthly / 1 LNP @ \$1.15 monthly / 19 Basic Business Line @ \$285.00 monthly / 19 EUCI Charge @ \$135.47 monthly / 19 LNP @ \$4.37 monthly / 33 Basic Business Lines @ \$485.00 monthly / 33 EUCI Charge @ \$196.00 monthly / 33 LNP @ \$7.59 monthly / Three one 800 # @ \$6.00 monthly / One 2.0 Meg Wholesale Internet @ \$50.00 monthly / One 2.0 Meg DataLink for the Van @ \$750.00 monthly / 1 Smartbill @ \$30.00 monthly. Twenty-eight 128K VAN connections @ \$1570.00 monthly. Based on the foregoing information monthly charge is \$4600.</p>	<p>Customer may terminate video service for any reason. After the end of the term (November 2005), either party may terminate the contract by giving the other party at least sixty days notice of its intent to terminate the contract.</p>
Bess Eaton Donut Flour Co., Inc. and IOS Capital	Lease Agreement for Equipment provided by IKON Office Solutions	<p>Minimum Lease Term of 48 months. Payment without taxes, use and Property tax is \$1,136.46, on a monthly basis. Bess Eaton spreadsheet indicates \$1,435/month. Therefore total cost approx. \$271G for balance of term. Commencement of term is May 29, 2001.</p>	<p>This Lease is Non-cancelable. No right to assign. After the initial term of 48 months, this Lease will expire on a month to month basis, unless written notice is received from either party prior to the expiration of the original term. Vendor to bring at least sixty days notice of its intent to terminate the contract.</p>

Purchasing Contracts

Pitney Bowes





Mail Meter Contract



Term goes to December 2007. Monthly amount is \$493.00 plus applicable taxes.

Requires right to assign prior to

SCHEDULE 2.1(h)

Schedule of Intellectual Property

Our File Number	Title Goods/Services	Appln. No. Filing Date	Reg. No. Reg. Date	Status
B0763.20000US00	 (doughnut flour & donuts)	71/654385 10/8/53	591365 06/15/54	Renewal Due 06/15/04
B0763.20001US00	 (doughnut flour, donuts, coffee and tea)	429931 07/14/72	965703 11/7/73	ABANDONED
B0763.20002US00	THE TANK (drinking containers; namely, cups for individual beverage servings)	74/261089 03/31/92	1784167 07/27/93	Renewal Due 01/27/04
B0763.20003US00	 (donuts, muffins, pastries, bread, cakes, cookies, crullers, brownies, coffee, tea, pudding, ice cream, frozen yogurt and prepared sandwiches)	74/260881 03/30/92	1770275 05/11/93	Renewal Due 05/11/13
B0763.20004US00	 (coffee shop services)	74/259667 03/27/92	1746209 01/12/93	Renewal Due 01/12/13

B0763.20005US00	 <p>(plastic hot beverage containers)</p>	74/306511 08/20/92	N/A	ABANDONED
B0763.20006US00	BESS EATON & Design	N/A	N/A	Case Never Filed
B0763.20007US00	BESS EATON & Heart Design	N/A	N/A	Case Never Filed
B0763.20008US00	 <p>(retail coffee shop featuring donuts, muffins, bagels, pastries, bread cakes, cookies, crullers, brownies, coffee, tea, pudding, ice cream, frozen yogurt and prepared sandwiches, frozen bakery products)</p>	75/250680 03/31/97	2257616 06/29/99	Section 8 Affidavit Due 06/29/05
B0763.20009US00	BESS EATON & Logo			
B0763.20010US00	BESS EATON'S PRIVATE BLENDS (coffee)	N/A	N/A	Case Not Filed
B0763.20011US00	BESS EATON'S TRADITIONAL BLENDS (coffee)	N/A	N/A	Case Not Filed
B0763.20012US00	BESS EATON SPORTS DONUTS (doughnuts)	N/A	N/A	Case Not Filed
B0763.20013US00	SPORTS DONUTS (doughnuts)	N/A	N/A	Case Not Filed
B0763.20014US00	BESS EATON (retail coffee shop services featuring donuts, muffins, bagels, pastries, bread, cake, cookies, crullers, brownies, coffee, tea, pudding, ice cream, frozen yogurt, prepared sandwiches, and frozen bakery	N/A	N/A	Case Not Filed

	products in International Class 35; donuts, muffins, pastries, bread, cake, cookies, crullers, brownies, coffee, tea, pudding, ice cream, frozen yogurt, prepared sandwiches in International Class 30; and plastic hot beverage containers in International Class 21)			
B0763.50000US00	Aladdin Industries Inc. v. Bess Eaton Flour Co.	Opposition No. 92108		Intentionally Defaulted 02/18/94
B0763.80000US00	WIN OR LOSE (Copyright Application)	N/A	N/A	Case Not Filed
B0763.80001US00	BASEBALL (Copyright Application for Doughnut Resembling Baseball)	Filed On or Around November 12, 2002	Not Yet Issued	Awaiting Registration Certificate
B0763.80002US00	FOOTBALL (Copyright Application for Doughnut Resembling Football)	Filed On or Around November 12, 2002	Not Yet Issued	Awaiting Registration Certificate
B0763.80003US00	SOCCER (Copyright Application for Doughnut Resembling Soccer Ball)	Filed On or Around November 12, 2002	Not Yet Issued	Awaiting Registration Certificate
B0763.80004US00	BASKETBALL (Copyright Application for Doughnut Resembling Basketball)	Filed On or Around November 12, 2002	Not Yet Issued	Awaiting Registration Certificate

License_Agreements

Schedule 2.1(i)
Software

<u>Software Product</u>	<u>Quantity</u>
Microsoft SQL Server 6.5 CAL	10
Microsoft SQL Server 6.5	1
Microsoft Image Composer 1.5	1
Microsoft SQL Server 6.5 Developer Edition Upgrade	1
Microsoft Office 2000 Professional Upgrade	1
Microsoft Exchange Server 5.5 Upgrade	1
Microsoft Outlook 2000 Upgrade	1
Microsoft Exchange Server 5.5 CALs	15
Microsoft Project 2000 Upgrade	1
Microsoft Project Central Server for Microsoft Project 2000	1
Microsoft Project 95	1
Microsoft Frontpage 2000 Upgrade	1
Microsoft Windows NT Server CALs	30
Microsoft Windows NT Server CALs	30
Microsoft Windows NT Server 4.0	1
Microsoft SQL Server 7.0 Upgrade	1
Microsoft SQL Server 7.0 CALs	20
Microsoft SQL Server 7.0 CALs Upgrade	5
Microsoft Visual Basic 5.0 Enterprise Edition Upgrade	1
Microsoft Terminal Server 4.0 CALs	25
Windows 2000 Advanced Server CALs	25
Windows NT 4 Server CALs (1M3TL01)	10
Microsoft SQL Server 2000 Standard Edt - 1 CPU	1
Aloha QuickService POS software (stores)	54 *
DHRS SECURITY SYSTEM	44
LINUX SECURITY SYSTEM	5
LINUX O/S	5

* 54 SOFTWARE LICENSES, BUT 141 TOTAL SEATS OR TERMINALS
AUTHORIZED UNDER THE SOFTWARE LICENSE.

Supplement to Software Schedule 2.1 (i) (add to existing schedule)

Store Software	QTY	Notes
Windows 95 for NCR POS	167	Software is included for 48 open stores & 9 closed stores
Windows NT Workstation	57	
Aloha POS keys	167	
Aloha BOH Software keys	57	
Aloha GC Software keys	57	
Aloha Quick Count Keys	57	
Windows 9x Software	45	Store Security Systems

Repair Depot Software at Head Office

Windows NT O/S	13
Windows 95	40
Aloha POS Software keys	37
Aloha POS Misc. Keys	10

Head Office Software

add existing schedule here

Leased Equipment & Software Summary

Eastern Bank Leases M1132 -05-06-07

NCR POS Systems	167
Windows '95 Lic. Key	167
Aloha POS Key	167
NCR PC;s	57 ** 1 per store
NCR PC's NT O/S	57
Aloha Software BOH	57 ** includes software from closed stores)
Aloha GC	57
Aloha Quick Count	57

Dell Lease Schedule 16, 19, 22

PC's 45 ** for store security systems

Note: 48 open stores and 9 closed stores

See Repair Inventory for assets at head office

SCHEDULE "2.2(a)"

Gencarelli Land and Building

Municipal Address: 627 Long Hill Road, Groton, CT

Legal Description: All that tract or parcel of land located and situated on the westerly side of Long Hill Road, so called, a/k/a as U.S. Route #1, in said Town of Groton, County of New London and State of Connecticut, bounded and described as follows, to wit:
Beginning at an iron pin in the northerly line of Meridian Street, said pin being at the southwest corner of lands now or formerly of R.P. Damon; thence northeasterly along the southerly line of lands of said Damon and remaining lands of Pierce E. Hall for a distance of about 91.5 feet to the southwesterly corner of foundation of Patio on the southerly side of building owned by Pierce E. Hall; thence continuing northeasterly along the southerly line of the foundation of said Patio and the extension or continuation of said line for a distance of about 48 feet to a point in the westerly line of Long Hill Road, said point being at the southeasterly corner of the remaining lands of Pierce E. Hall; thence south 31° E along the westerly line of said Long Hill Road for a distance of about 149 feet to a point in said line, said point being at the intersection of the westerly line of said Long Hill Road and the northerly line of said Meridian Street; thence westerly along the northerly line of said Meridian Street for a distance of about 114 feet to an angle point in said line; thence northwesterly along said northerly line of Meridian Street for a distance of about 72 feet to the place of beginning.
Being the same premises conveyed to the within Grantor by deed of Margaret V. Hall dated June 22, 1982 and recorded in the Groton Land Records in Volume 362 at Page 671.

Municipal Address: 224 Norwich-Westerly Road, North Stonington, New London, CT

Legal Description: A certain parcel of land situated on the northeasterly side of the Norwich-Westerly Road, Route 2 in the Town of North Stonington, County of New London and State of Connecticut, said parcel being Lot 22.02 as shown on a plan titled "RESUBDIVISION PLAN SHOWING C. ERNEST GRAY SUBDIVISION NORWICH-WESTERLY ROAD, ROUTE 2 NORTH STONINGTON, CONNECTICUT SCALES AS SHOWN MARCH 1980 REVISED AUGUST 1980", said plan to be recorded in the North Stonington Town Clerk's office, said parcel bounded and described as follows:
Beginning at an iron pipe in the northeasterly line of the Norwich-Westerly Road, Route 2, said iron pipe marks the westerly corner of the herein described parcel and the southerly corner of land now or formerly of Edward P. Lallo as shown on said plan and

thence running northeasterly along the southeasterly line of said Lallo land, 297.96 feet to a point about 30 feet southwesterly from the centerline of the Old Trolley bed for the former Norwich-Westerly Trolley Right of Way; thence turning an interior angle of $100^{\circ} 35' 30''$ and running southeasterly, 134.47 feet to a point; thence running in a general southeasterly direction along the arc of a curve having a radius of 560.00 feet for a distance of 20.00 feet to a point marking the northerly corner of Lot 22.03, the last two courses running along the southwesterly line of said Right-of-Way; thence running southwesterly along the northwesterly line of Lot 22.03, 325.53 feet to a point in the northeasterly line of Route 2, the last three courses abutting the remaining land of the Grantor; thence turning an interior angle of $89^{\circ} 19' 51''$ and running northwesterly, 81.50 feet to a monument; thence turning an interior angle of $182^{\circ} 40' 36''$ and running northwesterly 68.50 feet to the point of beginning, the last described course making an interior angle of $88^{\circ} 19' 55''$ with the first described course, the last two courses running along the northeasterly line of Route 2. Said parcel contains 46,924 square feet.

Municipal Address: 563 Providence New London Turnpike, North Stonington, CT
Legal Description: That certain piece or parcel of land together with any buildings and improvements thereon located on the northwesterly side of Connecticut Route 184 in the Town of North Stonington, New London County, Connecticut and being more particularly described as follows:
Beginning at the southwesterly corner of the herein described parcel at a point located on the northwesterly right-of-way line of Connecticut Route 184 and the southeasterly corner of other lands of The Washington Trust Company;
Thence north $33^{\circ} 01' 02''$ west for 221.07 feet to the centerline of a stonewall and lands now or formerly of George Palmer;
Thence north $72^{\circ} 51' 28''$ east, along the centerline of a stonewall and bounded northerly by said Palmer lands, for a distance of 228.72 feet;
Thence south $33^{\circ} 01' 02''$ east bounded northeasterly by said Palmer lands, for a distance of 158.50 feet to the northwesterly right-of-way line of Connecticut Route 184;
Thence south $56^{\circ} 58' 58''$ west along the northwesterly right-of-way line of Connecticut Route 184 for a distance of 220.00 feet to the point and place of beginning.
Containing in all 41,752 square feet or 0.98 acres of land more or less.
Being a portion of the premises conveyed to The Washington Trust Company by that certain Foreclosure Certificate dated March 15, 1993, and recorded in Vol. 94 at Page 939 of the North Stonington Land Records. Subject to taxes on the List of October 1, 1993, which the grantee assumes and agrees to pay.

Municipal Address: 1250 Gold Star Boulevard (Route 184), Groton, New London, CT
Legal Description: A certain tract or parcel of land located on the northerly side of the

Gold Star Highway (Connecticut Route 184) on the westerly side of North Road (Connecticut Route 117) and on the southerly side of Candlewood Road in the Town of Groton, Connecticut, bounded and described as follows:

Beginning at a Connecticut Highway Department monument at the southeasterly corner of the herein described tract, said point of beginning being more particularly located at the intersection of the northerly highway line of the Gold Star Highway (Connecticut Route 184) and the westerly highway line of North Road (Connecticut Route 117), said point having Connecticut grid coordinates (SPCS 27) Y = 201, 046.32 X = 798,101.21; thence running S 79°-09'-54" W by and along the aforesaid northerly highway line of the Gold Star Highway (Connecticut Route 184) a distance of 254.44 feet to a Connecticut Highway Department monument at the southwesterly corner of the herein described tract; thence running N 23° 15' 28" W by and along the easterly highway line of said Gold Star Highway (Connecticut Route 184) a distance of 41.67 feet to a Connecticut Highway Department monument lying on the southerly street line of Candlewood Road at the northwesterly corner of the herein described tract; thence running N 57° 09' 42" E by and along said southerly street line a distance of 277.93 feet to a Connecticut Highway Department monument lying on the aforesaid westerly highway line of North Road (Connecticut Route 117) at the northeasterly corner of the herein described tract at the beginning of a non-tangential curve deflecting to the left; thence running in a generally southerly direction by and along said westerly highway line and along the arc of said curve having a radius of 2,045.63 feet a central angle of 02° 18' 25" and a chord bearing of S 12° 36' 00" E a distance of 82.36 feet to a Connecticut Highway Department monument at the point of tangency; thence running S 13° 45' 12" E by and along said westerly highway line a distance of 62.59 feet to the point and place of beginning.

Said tract of land containing 24,060 square feet, more or less, and being shown on a plan titled: "Boundary Plan, Property of Eleanor M. and Donald E. Schoolcraft, Gold Star Highway (Connecticut Route 184), North Road (Connecticut Route 117) and Candlewood Road, Groton, Connecticut, Scale: 1" = 20', May 24, 1988, DiCesare-Bentley Engineers, Inc. Groton, Connecticut, Revised 2/20/89".

The above described tract of land being subject to the right to discharge water granted to the State of Connecticut as recorded in the Groton Land Records at Vol. 107, page 434.

Municipal Address: 25 West Broad Street, Pawcatuck, CT

Legal Description: A certain tract or parcel of land located on the northerly side of West Broad Street and the Westerly side of Coggswell Street, in the Village of Pawcatuck, Town of Stonington, County of New

London and State of Connecticut, bounded and described as follows:

Beginning at the southwesterly corner of the parcel of land herein conveyed and the southeasterly corner of land now or formerly of Shirley Anderson Atterbury, said point of beginning being located on the northerly line of West Broad Street and marked by a steel spike; thence running northeasterly, by and along the northerly line of West Broad Street, a distance of 70.07 feet to a drill hole marking the southeasterly corner of the parcel of land herein conveyed at the intersection of the northerly line of West Broad Street and the westerly line of Coggsell Street; thence turning an interior angle of $142^{\circ}-27'-45''$ and running northerly, by and along the westerly line of Coggsell Street a distance of 134.57 feet to a drill hole marking the northeasterly corner of the parcel of land herein conveyed and the southeasterly corner of land now or formerly of West Side Realty, Inc.; thence turning an interior angle of $69^{\circ}-21'-30''$ and running westerly, a distance of 120.70 feet to a drill hole marking a corner; thence turning an interior angle of $267^{\circ}-48'-10''$ and running northerly, a distance of 26.39 feet to an iron pipe marking a corner; thence turning an interior angle of $92^{\circ}-07'-25''$ and running westerly, a distance of 14.74 feet to an iron pipe marking the northwesterly corner of the parcel of land herein conveyed, with the last three mentioned courses being bounded northerly, easterly and northerly respectively by land now or formerly of West Side Realty, Inc.; thence turning an interior angle of $87^{\circ}-59'-05''$ and running southerly, bounded westerly by land of Helen C. DeCiantis, Trustee, a distance of 51.05 feet to an iron pipe marking a corner of the parcel of land herein conveyed; thence turning an interior angle of $65^{\circ}-31'-35''$ and running easterly, bounded southerly by land now or formerly of said Atterbury a distance of 14.69 feet to an iron pipe marking a corner; thence turning an interior angle of $294^{\circ}-36'-30''$ and running southerly, a distance of 53.50 feet to a steel spike marking a corner; thence turning an interior angle of $256^{\circ}-30'-30''$ and running westerly, a distance of 21.39 feet to a steel spike marking a corner; thence turning an interior angle of $84^{\circ}-12'-30''$ and running southerly, a distance of 91.85 feet to the northerly line of West Broad Street and the point and place of beginning, with the last three mentioned courses being bounded westerly, northerly and westerly respectively by land now or formerly of said Atterbury and with the last mentioned course forming an interior angle of $79^{\circ}-25'-00''$ with the first herein mentioned course. Said herein conveyed parcel contains 14,808 square feet. Said tract is described as Parcel I on that Plan hereinafter described.

However, West Side Realty, Inc. is conveying the aforesaid premises to the Grantor reserved for itself, and its successors and assigns, the following described easement areas upon the aforesaid premises, being located along the northerly and easterly boundary lines of Parcel I which runs along the building located on Parcel II, for the purpose of maintenance and repair of its building located upon said adjacent tract of land, and furthermore, said

repair work shall be performed in such a manner as not to interfere with the passage and repassage of vehicles proceeding to lands of Helen C. DeCiantis Trustee. The rights within these easement areas will terminate upon the Grantee, her heirs or assigns, electing to construct a building or any other structure upon any portion of these easement areas:

Easement Area 1: A certain tract or parcel of land, bounded and described as follows:

BEGINNING at the northeasterly corner of Parcel I and the southeasterly corner of Parcel II, said point of beginning being located on the westerly line of Coggswell Street; thence running westerly by and along the common boundary line of Parcels I and II, a distance of 120.70 feet; thence turning an interior angle of 26°-33'-55" and running southeasterly a distance of 11.18 feet to a corner of the easement area; thence turning an interior angle of 153°-26'-05" and running easterly on a course that is parallel to and 5.00 feet distant southerly of the first herein mentioned course, distance of 108.82 feet to the westerly line of Coggswell Street and the southeasterly corner of the herein described easement area; thence turning an interior angle of 110°-38'-30" and running northerly, by and along the westerly line of Coggswell Street, a distance of 5.34 feet to the point and place of beginning, with the last mentioned course forming an interior angle of 69°-21'-30" with the first herein mentioned course.

Easement Area 2: A certain tract or parcel of land, bounded and described as follows:

BEGINNING at the southerly corner of the easement area herein described, said point of beginning a common corner of Parcels I and II, located a distance of 120.70 feet westerly of the westerly line of Coggswell Street, near the southwesterly corner of an existing building situated on Parcel II; thence running northerly, by and along the common boundary of Parcels I and II, a distance of 26.39 feet to the northeasterly corner of the herein described easement area; thence turning an interior angle of 92°-07'-25" and running westerly a distance of 5.00 feet; thence turning an interior angle of 77°-13'-42" and running southerly, a distance of 27.04 feet to the point and place of beginning, with the last mentioned course forming an interior angle of 10°-38'-53" with the first herein mentioned course. Said herein described easement is triangular in shape.

The aforesaid tracts or parcels of land and the Easement Areas referred to above are shown on a plan titled: "Plan Showing Parcels I, II and III Property of West Side Realty West Broad St. and Coggswell St. Pawcatuck-Stonington, -Connecticut Scale: 1" = 20' December 1985 DiCesare Bentley Engineers, Inc. Groton, Connecticut", recorded in said Town of Stonington Land Records. Reference is made to the Warranty Deed of West Side Realty, Inc., to Helen C. DeCiantis dated May 19, 1986 and recorded May 30, 1986 in said Town of Stonington Land Records, Vol. 268, Pages 896-898.

Municipal Address: 148 South Broad Street, Pawcatuck, CT

Legal Description: That certain tract or parcel of land located on the southeasterly side of Route 1 (A.K.A. South Broad Street) in the Town of Stonington, County of New London and State of Connecticut and being shown on a plan titled: "Perimeter Survey Prepared For Bess Eaton Donut Flour Co. Property of Louis A. Gencarelli, Sr. Route 1 South Broad Street Map 25 Block 1 Lots 13, 14 & 15 Stonington, Connecticut Scale: 1" = 20' March 30, 2000 Cherenzia & Associates, Ltd. Westerly, Rhode Island" and being more particularly described as follows:

BEGINNING at a Connecticut Highway Department bound in the southeasterly line of Route 1 at the northeasterly corner of the herein described parcel of land and the northwesterly corner of land now or formerly of Philomena Pietraallo;

THENCE South 59°-04'-23" West, along the southeasterly line of Route 1, a distance of 287.35 feet to the northwesterly corner of the parcel of land herein described and the northeasterly corner of land now or formerly of Kathleen B. Santacroce;

THENCE South 30°-43'-37" East, bounded southwesterly by said Santacroce land, a distance of 130.00 feet to a corner;

THENCE North 58°-55'-18" East, bounded southeasterly by said Santacroce land, a distance of 155.00 feet to the northeasterly corner of said Santacroce land;

THENCE South 32°-16'-39" East, bounded southwesterly by said Santacroce land, a distance of 97.46 feet to the southwesterly corner of the parcel of land herein described at land now or formerly of Birchwood Properties;

THENCE North 62°-13'-35" East, bounded southeasterly by said Birchwood Properties land, a distance of 155.19 feet to an iron pipe marking the southeasterly corner of the parcel of land herein described and the northeasterly corner of said Birchwood Properties land at said Pietraallo land;

THENCE North 36°-51'-08" West, bounded northeasterly by said Pietraallo land, a distance of 236.83 feet, in part along the centerline of a stonewall, to the point and place of beginning.

The above described parcel contains 53,459 square feet or 1.23 acres of land more or less.

Municipal Address: 723 Boswell Avenue, Norwich, CT

Legal Description: A certain tract or parcel of land situated on the easterly line of Boswell Avenue in the Town of Norwich, County of New London and State of Connecticut, and being more particularly bounded and described as follows:

Commencing at a point in the easterly line of Boswell Avenue and being in the southwesterly corner of the herein conveyed tract; thence easterly 200.00 feet to an iron pipe situated on the westerly line of Margerie Street; thence northerly 150.00 feet to an iron pipe situated on the southerly side of Lois Street; thence westerly 200.00 feet to an iron pipe situated on the easterly side of Boswell Avenue; thence southerly along the easterly line of Boswell

Avenue, 150.00 feet to an iron pin and place of beginning. The above described premises being bounded southerly by land now or formerly of Skindzier, easterly by Margerie Street, northerly by Lois Street and westerly by Boswell Avenue.

The above described premises being the same premises conveyed to The Home National Bank and Trust Company by deed recorded in Volume 373, Page 306 of the Norwich Land Records.

Municipal Address: 1023 North Main Street, Fall River, MA

Legal Description: That certain parcel of land situated in Fall River, in the County of Bristol, and Commonwealth of Massachusetts, bounded and described as follows:

Northwesterly by the southeasterly line of North Main Street seventy-nine and 73/100 (79.73) feet;

Northeasterly by land now or formerly of Adelard Hamel et al eighty-eight and 53/100 (88.53) feet;

Southeasterly by lands now or formerly of Olympe Bouthillier and of Edward J. Blake et al one hundred three and 32/100 (103.32) feet; and

Southwesterly by land now or formerly of George Borges et al one hundred eighteen and 20/100 (118.20) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 20791A, which is filed with Original Certificate of Title #946, Book 5, Page 225, Fall River District of the Land Court; the same being compiled from a plan drawn by Henry J. Harvey, Surveyor, dated July 24, 1947, and additional data on file in the Land Registration Office, all as modified and approved by the Court.

Municipal Address: 572 Gar Highway, Swansea, MA

Legal Description: That certain tract or parcel of land with all the buildings and improvements thereon, situated on the southerly side of U.S. Route 6, also known as Grand Army Highway, Swansea, Bristol County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the southerly side of said Route 6, which said point is the northwesterly corner of the within described premises and is the northeasterly corner of land now or lately of Williams B. Morris et ux, said point of beginning being located two hundred (200) feet easterly from the southeasterly corner of Route 6 and Sears Road; thence running easterly bounding northerly on Route 6 a distance of one hundred thirty (130) feet to land now or lately of Southgate Development Corporation; thence turning and running southerly bounding easterly on last named land a distance of two hundred (200) feet to a point for a corner; thence turning and running westerly bounding southerly on last named land a distance of one hundred thirty (130) feet to land now or lately of

Ephren B. and Theresa F. Pilotte; thence turning and running northerly bounding westerly in part on last named land and in part on land now or lately of William B. Morris et ux a distance of two hundred (200) feet to the point and place of beginning. Containing 24,280 square feet of land, more or less.

Municipal Address: 227 Post Road (Dunns Corners), Westerly, RI

Legal Description: That certain tract or parcel of land with all buildings and improvements thereon, situated on the southerly side of Post Road (U.S. Route #1) in the Town of Westerly, County of Washington and State of Rhode Island bounded and described as follows:

Beginning at a granite bound set in the ground located on the southerly highway line of U.S. Route #1, Post Road, so-called, said point being the northeasterly corner of the parcel herein described and the northwesterly corner of land now or formerly of Westerly Automatic Oil Heat, Inc., located 668.67' westerly from a drill hole in the top of a concrete wall on the southerly highway line of said U.S. Route #1 at highway center line station 211 + 47.36 as shown on Rhode Island Highway Map #559, Sheet 8 of 9; thence running S 22° 45' 59" W by and along a wire fence in part and a stone wall in part a distance of 342.83 feet to a drill hole in said stone wall at the southeasterly corner of the parcel herein described, bounded easterly by said land now or formerly of Westerly Automatic Oil Heat, Inc.; thence running N 65° 56' 11" W a distance of 164.31 feet, more or less, to a granite bound set in the ground at the southwesterly corner of the parcel herein described; thence running N 23° 28' 39" E a distance 287.70 feet to an iron pin set in the ground at the southerly highway line of said Route #1 at the northwesterly corner of the parcel herein described; bounded on the last two courses by lands now or formerly of the Presbytery of Providence of the Presbyterian Church in the U.S.A.; thence running S 89° 00' 36" E by and with the southerly highway line of said Route #1 a distance of 90.73 feet to an iron pin set in the ground; thence running S 80° 19' 32" E by and with the southerly highway line of said Route #1 a distance of 78.48 feet to the point and place of beginning.

Said premises are shown on map entitled "Survey Map of Land of Estate of Clara Batten Route 1, Post Road, Westerly, Rhode Island Scale 1" = 20' Oct. 1977 Arthur H. Hayward, Jr. Associates Registered Professional Land Surveyors" recorded at Book 168, page 162 of the Westerly Land Evidence Records.

Expressly excepting therefrom that portion thereof taken for state highway purposes.

Being the same premises conveyed to the grantors by deed of Raymond E. Willis et ux dated February 15, 1996 recorded in Book 587, page 36 of said records.

The grantors covenant that they are residents of the State of Rhode Island for purposes of R.I.G.L. §44-30-71.3 as evidenced

by affidavit and the non-resident withholding provisions of that statute do not apply to this transaction.

Municipal Address: 60 Main Street, Bradford, RI

Legal Description: That certain tract or parcel of land, together with all buildings and improvements thereon, located in the village of Bradford, Town of Westerly, County of Washington and State of Rhode Island, more particularly bounded and described as follows:

Northerly by land now or formerly of Catherine Burdick Two Hundred Feet (200) more or less, southerly by land now or formerly of Bradford Dyeing Association U.S.A. One Hundred and Seventy Feet (170) more or less, westerly by land now or formerly of said Bradford Dyeing Association U.S.A. One Hundred Feet (100) more or less, and easterly One Hundred Feet (100) by Main Street.

Reference is hereby made to that certain deed of Joseph Aiello et ux dated April 30, 1956 which deed is recorded in Book 75 at page 291 of the Westerly Land Evidence Records and that certain deed of Ann E. Ward dated June 2, 1951 which deed is recorded in Book 69 at page 515. Both deeds conveyance the aforesaid property to the within grantor and Henry Antoch as joint tenants and upon the death of Henry Antoch title to said premises vested solely in the grantor.

Subject to any and all real estate taxes hereinafter becoming due and payable as pertains to said premises.

Municipal Address: 1242 Newport Avenue, Pawtucket, RI

Legal Description: That certain parcel of land, with all buildings and improvements thereon, situated on the Northwesterly side of Newport Avenue, the Southwesterly side of Bucklin Street and the Northeasterly side of Central Avenue, in the City of Pawtucket in the State of Rhode Island, bounded and described as follows:

Beginning at a drill hole at the point of intersection of the southwesterly side line of Bucklin Street with the northwesterly side line of Newport Avenue at the easterly corner of said parcel; thence southwesterly bounding southeasterly on Newport Avenue one hundred two and 6/100 (102.06) feet to an iron pipe at the point of intersection of the northwesterly side line of Newport Avenue with the northeasterly side line of Central Avenue; thence turning an interior angle of 108°-18'-30" and running northwesterly bounding southwesterly on Central Avenue seventy-six (76) feet to an iron pipe at land now or lately of Pawtucket Credit Union; thence turning an interior angle of 83° 46' 50" and running northeasterly bounding northwesterly on said last named land one hundred thirty-two and 63/100 (132.63) feet to the southwesterly side line of Bucklin Street; thence turning an interior angle of 75° 45' 30" and running southeasterly bounding northeasterly on Bucklin Street one hundred (100) feet to the point of beginning, at which point said line of Bucklin Street forms an interior angle of

92° 09' 10" with said line of Newport Avenue. Said parcel contains by estimation 10,110 square feet of land, all as shown upon a survey of said parcel entitled "Survey of Property Newport & Central Aves., Pawtucket, R.I. American Oil Co." made by Gilbert & Mahoney, dated November 11, 1961.

Municipal Address: 74 Nooseneck Hill Road, West Greenwich, RI

Legal Description: That certain parcel of land on the southeasterly side of Nooseneck Hill Road in the town of West Greenwich, County of Kent and State of Rhode Island, bounded and described as follows:
Beginning at a point bounding westerly on the southeasterly line of Nooseneck Hill Road two hundred and 00/100 (200.00) feet south from the southwestern corner of land now or formerly of Neil A. and Rose Pynnonen running thence northerly two hundred and 00/100 (200.00) feet along said Nooseneck Hill Road to the southwestern corner of land now or formerly of Neil A. and Rose Pynnonen; thence turning an interior angle of 106°-43'-31" and running S. 77°-46'-35" E bounding northerly on said land now or formerly of Neil A. and Rose Pynnonen two hundred fifty-one and 17/100 (251.17) feet to the westerly line of land now or formerly of George J. and Ruth B. Williams; thence turning an interior angle of 102°-17'-45" and running S. 0°-04'-20" E bounding easterly on said land now or formerly of George J. and Ruth B. Williams and on now or formerly of Eugene A. and Jeanne E. Pysz four hundred eighty-one and 50/100 (481.50) feet to a point; thence turning westerly and running a distance one hundred seventy-three and 50/100 (173.50) feet to a point, thence turning northerly and running a distance of approximately sixty-six (66) feet to a point thence turning and running northwesterly and running a distance of approximately one hundred eighty-one and 50/100 (181.50) feet to a point thence turning southwesterly and running a distance of one hundred fifty-five (155.00) feet to the point or place of beginning.

Municipal Address: 231 Main Street, Ashaway, RI

Legal Description: A certain tract or parcel of land situated on the northwesterly side of Rhode Island Route 3, Town of Hopkinton, County of Washington, State of Rhode Island and being a portion of the property shown on a plan entitled "Plan Showing Boundary Survey and Topography Property of Medard J. Page Sr. to be conveyed to Robert E. Liguori, Paul N. Klotz and Nancy S. Klotz Rhode Island Route 3 and Cemetery Lane Hopkinton, Rhode Island Scale: 1" = 40' February 1987 Rossi & Lewis Engineers Westerly, Rhode Island Joseph P. Toscano, Jr. RLS #1765 Dwg. No. RI 1158", said tract being more particularly described as follows:
BEGINNING at an iron pin set in the northwesterly highway line of said Rhode Island Route #3 also known as Nooseneck Hill Road, said pin marking the southeasterly corner of land now or formerly

Medard J. Jr. and Paula J. Page and the northeasterly corner of the parcel herein described:

THENCE running northwesterly, bounded northeasterly by said Page land, a distance of 179.08 feet to an iron pin at land now or formerly of Raymond Hoxie;

THENCE turning an interior angle of 80 degrees 15 minutes 52 seconds and running southerly, bounded westerly by said Hoxie land, a distance of 57.31 feet to an iron pin marking the southeasterly corner of said Page land;

THENCE turning an interior angle of 180 degrees 00 minutes 00 seconds and continuing southerly, bounded westerly by land now or formerly of Robert E. Liguori, Paul N. Klotz and Nancy S. Klotz, a distance of 112.69 feet to a point;

THENCE turning an interior angle of 93 degrees 30 minutes 37 seconds and running southeasterly, bounded southwesterly by said Liguori, Et Al. land, a distance of 139.94 feet to a point in said northwesterly highway line of Rhode Island Route #3;

THENCE turning an interior angle of 102 degrees 22 minutes 04 seconds and running northeasterly along said northwesterly highway line of Rhode Island Route #3, a distance of 17.00 feet to an iron pin set at a point of curvature;

THENCE continuing northeasterly along said northwesterly highway line of Rhode Island Route #3 along the arc of a curve deflecting to the left, said curve having a radius of 1789.89 feet and a central angle of 4 degrees 20 minutes 53 seconds, the chord of said curve forming an interior angle of 86 degrees 01 minutes 53 seconds with the first course herein described, a distance of 135.83 feet to the point and place of beginning.

The herein described parcel contains 25,677 square feet or 0.588 acres, more or less.

Municipal Address: 127 High Street, Westerly, RI

Legal Description: That certain tract or parcel of land together with improvements thereon situated on the corner of Oak and High Streets in the Town of Westerly, County of Washington and State of Rhode Island historically bounded and described as follows:

Beginning at the southeast corner of the premises herein described at an iron pin set in the ground located on the boundary line of the premises herein described and other land of The Center for the Arts, Inc. said pin being 84.13 feet easterly from the east side of said High Street; thence N 2° 16 minutes E, 36.4 feet, more or less, to said Oak Street; thence N 87° 43 minutes W along the southerly line of said Oak Street 48.0 feet; thence on a curved line having a radius of 72.5 feet, more or less, to its intersection of the north line of said other land of The Center for the Arts, Inc.; thence S 78° 30 minutes E, 83.5 feet, more or less, to the point and place of beginning. Being parcel #1 on "Plot of land of Westerly Lumber Company, located on the south side of Oak Street, Westerly, R.I., April 7, 1925, Scale 1" = 10', Rossi & Lewis, Engineers".

Being a portion of those premises conveyed to The Center for the Arts, Inc. by warranty deed of Albert Quattromani et al dated January 18, 1985 and recorded in Book 273, Page 27 of the Westerly Land Evidence Records.

Parcel 2

That certain lot or parcel of land situated on the easterly side of High Street in the Town of Westerly, County of Washington and State of Rhode Island, bounded and described as follows:

Beginning at a point on the easterly line of High Street at the southwesterly corner hereof and the northwesterly corner of other land of the grantor and thence running northerly bounded westerly by and with said easterly line of High Street a distance of 75 feet, more or less, to the southwesterly corner of land now or formerly of Louis A. Gencarelli, Sr. et al; thence turning an interior angle of $101^{\circ} 22' 26''$ and running easterly bounded northerly by said Gencarelli land a distance of 84.64 feet; thence turning an interior angle of $180^{\circ} 02' 59''$ and continuing easterly bounded northerly by land now or formerly of United Builders Supply Company, Inc. a distance of 73.37 feet to the northeasterly corner hereof; thence turning an interior angle of $85^{\circ} 34' 00''$ and running southerly bounded easterly by said United Builders Supply Company, Inc. land a distance of 75 feet, more or less, to the southeasterly corner hereof at other land of the grantor, thence turning and running westerly bounded southerly by the grantor a distance of 166 feet, more or less, to the point and place of beginning.

Being a portion of those premises conveyed to the grantor by deed of Albert Quattromani et al dated January 18, 1985 and recorded in Book 273, Page 27 of the Westerly Land Evidence Records.

Said premises are conveyed subject to that certain limited conditional parking easement as contained in Book 323, Page 385 of said records.

Said premises are also conveyed subject to the following conditions which are reserved for the grantor, its successors and assigns, and mutually accepted by the grantee, its successors and assigns, to run with the aforescribed land, reserved as an appurtenance to the land of the grantor situated immediately to the south thereof.

No structure or other improvement shall be constructed or located upon said premises unless the plans therefore (including, but not limited to, a full and adequate description of the materials to be used therein, the nature and siting of all structures and signs, parking areas, traffic plans, common easements and the plantings thereupon) shall first have been submitted to and approved in writing by the grantor, its successors, assigns or nominee provided that a bona fide purchaser or mortgagee of said premises with a structure thereon shall not be required to determine that such structure has been approved at the time of such purchase or mortgage. Grantor covenants that such approval shall not be unreasonably withheld.

Parcel 3

That certain tract or parcel of land together with improvements thereon situated on the corner of Oak and High Streets in the Town of Westerly, County of Washington and State of Rhode Island, historically bounded and described as follows:

Beginning at the southeast corner of the premises herein described at an iron pin set in the ground located on the boundary line of the premises herein described and other land of The Center for the Arts, Inc. said pin being 84.13 feet easterly from the east side of said High Street; thence N 2° 16' 3, 36.4 feet, more or less, to said Oak Street; thence N 87° 43' W along the southerly line of said Oak Street 48.00 feet; then on a curved line having a radius of 72.5 feet, more or less, to its intersection of the north line of said other land of The Center for the Arts, Inc.; thence S 78° 30' E, 83.5 feet, more or less, to the point and place of beginning. Being parcel #1 on Plot of land of Westerly Lumber Company, located on the south said of Oak Street, Westerly, R.I. April 7, 1925, Scale 1" = 10', Rossi & Lewis, Engrs."

Being the same property conveyed to Louis A. Gencarelli, Sr., Angelo A. Gencarelli, III, and Frances G. Kirchon by deed dated March 17, 1988 and recorded on March 18, 1988 at 2:06 p.m. in Book 323, page 271.

Also, that certain lot or parcel of land situated on the easterly side of High Street in the Town of Westerly, County of Washington and State of Rhode Island, bounded and described as follows:

Beginning at a point on the easterly line of High Street at the southwesterly corner hereof and the northwesterly corner of other land now or formerly of The Center for the Arts, Inc. and thence running northerly bounded westerly by and with said easterly line of High Street a distance of 57.21 feet, more or less, to land now or formerly of The Center for the Arts, Inc.; thence turning and running easterly bounded northerly by said prior grantees' land a distance of 166 feet, more or less, to land now or formerly of United Builders Supply, Inc.; thence turning and running southerly bounded easterly by said United Builders Supply, Inc. 57.68 feet, more or less, to the southeasterly corner hereof; thence turning and running westerly bounded southerly by a prior grantor a distance of 173.96 feet to the easterly line of High Street and the point and place of beginning. The first and last described courses intersect to form an interior angle of 79° 29' 18".

Being a portion of those premises conveyed to The Center for the Arts, Inc. by deed of Albert Quattromani et al dated January 18, 1985 and recorded in Book 273, page 27 of the Westerly Land Evidence Records, with the following restriction:

No structure or other improvements shall be constructed or located upon said premises unless the plans therefor (including, but not limited to, a full and adequate description of the materials to be used therein, the nature and siting of all structures and signs, parking areas, traffic plans, common easements and the plantings thereupon) shall first have been submitted to and approved in writing by a prior grantor, its successors, assigns or

nominee; provided that a bona fide purchaser or mortgagee of said premises with a structure thereon shall not be required to determine that such structure has been approved at the time of such purchase or mortgage, which approval shall not be unreasonably withheld.

Being the same property conveyed to Louis A. Gencarelli, Sr., Angelo A. Gencarelli, III and Frances G. Kirchon by deed dated November 14, 1989 and recorded on November 14, 1989 in Book 350, page 777.

Also, that certain lot or parcel of land situated on the easterly side of High Street in the Town of Westerly, County of Washington and State of Rhode Island, bounded and described as follows:

Beginning at a point on the easterly line of High Street at the southwesterly corner hereof and the northwesterly corner of other land now or formerly of The Center For the Arts, Inc. and thence running northerly bounded westerly by and with said easterly line of High Street a distance of 75 feet, more or less, to the southwesterly corner of land now or formerly of the grantors; thence turning an interior angle of $101^{\circ} 22' 26''$ and running easterly bounded northerly by said grantors land a distance of 84.64 feet; thence turning an interior angle of $180^{\circ} 02' 59''$ and continuing easterly bounded northerly by land now or formerly of United Builders Supply Company, Inc. a distance of 73.37 feet to the northeasterly corner hereof; thence turning an interior angle of $85^{\circ} 34' 00''$ and running southerly bounded easterly by said United Builders Supply Company, Inc. land a distance of 75 feet, more or less, to the southeasterly corner hereof at other land now or formerly of The Center For the Arts, Inc.; thence turning and running westerly bounded southerly by the land now or formerly of The Center For the Arts, Inc. a distance of 166 feet, more or less, to the point and place of beginning.

Being a portion of those premises conveyed to The Center for the Arts, Inc. by deed of Albert Quattromani et al dated January 18, 1985 and recorded in Book 273, page 27, of the Westerly Land Evidence Records.

Said premises are also conveyed subject to the following conditions:

No structure or other improvement shall be constructed or located upon said premises unless the plans therefor (including, but not limited to, a full and adequate description of the materials to be used therein, the nature and siting of all structures and signs, parking areas, traffic plans, common easements and the plantings thereupon) shall first have been submitted to and approved in writing by The Center for the Arts, Inc., its successors, assigns or nominee; provided that a bona fide purchaser or mortgagee of said premises with a structure thereon shall not be required to determine that such structure has been at the time of such purchase or mortgage, which approval shall not be unreasonably withheld.

Being the same property conveyed to Louis A. Gencarelli, Sr., Angelo A. Gencarelli, III and Frances G. Kirchon, by deed dated

July 13, 1989 and recorded on July 17, 1989 at 2:16 p.m. in Book 346, page 038.

Compliance with R.I.G.L. §23-28.35-1 is not required as this conveyance is exempted from the provisions of such law pursuant to R.I.G.L. §23-28.35-14. No withholding under R.I.G.L. §44-30-71.3 is required as Louis A. Gencarelli Sr. is a resident of the State of Rhode Island as evidenced by affidavit.

This conveyance is made subject to any and all easements, restrictions, and encumbrances of record and any and all real estate taxes and assessment including, without limitation, those now due and payable and those hereafter becoming due and payable.

Municipal Address: 435 Washington Street, Coventry, RI

Legal Description: That certain parcel or tract of land with all the buildings and improvements thereon, situated on the northerly side of Washington Street in the Town of Coventry, County of Kent, State of Rhode Island, and bounded and described as follows:

Beginning at a drill hole located in the face of a stone wall situated along the northerly state highway line of Washington Street, said point being the southwesterly corner of the parcel herein described, said corner also being the southeasterly corner of property now or formerly belonging to Paul E. and Iva B. Lussier; thence running northerly bounding westerly in part by said Lussier property and in part by property now or formerly belonging to James A. and Genevieve Michalec for a distance of 144.42 feet to a corner; thence turning an interior angle of 90°-14'-0" and running easterly bounding northerly by property now or formerly belonging to Quidneck Greenhouses, Inc. for a distance 129 feet to a corner; thence turning an interior angle of 88°-47'-26" and running southerly bounding easterly by property now or formerly belonging to Helen A. Lamont and Hazel R. Crepeau for a distance of 35.00 feet to a corner; thence turning an interior angle of 271°-12'-34" and running easterly bounding northerly by said Lamont and Crepeau property for a distance of 47 feet to a corner; thence turning an interior angle of 88°-47'-26" and running southerly bounding easterly by said Lamont and Crepeau property for a distance of 113.87 feet to a corner; thence turning an interior angle of 89°-48'-00" and running westerly along the northerly state highway line of Washington Street for a distance of 173.5 feet to a corner and the point and place of beginning; the last described line forming an interior angle of 90°-10'-34" with the first described line. Subject to the condition that the owners and any future owners will provide sufficient lateral support to the abutting land of Hazel Crepeau and her assigns, in the event that the parcel conveyed hereby is excavated.

This conveyance is made subject to any and all easements, restrictions, and encumbrances of record and any and all real estate taxes and assessments including, without limitation, those

now due and payable and those hereafter becoming due and payable.

Municipal Address: 162 Granite Street, Westerly, RI

Legal Description: That certain tract or parcel of land located in the Town of Westerly, County of Washington, and state of Rhode Island, being lot numbered fifteen (15) on that certain plat entitled "Map of Building Lots belonging to Orlando Smith Estate Surveyed and Drawn by G.T. Lanphear, C.E. 1873", which said plat is on file in the Town Clerk's Office of said Town of Westerly, EXCEPTING THEREFROM such portion taken for highway purposes.

TOGETHER WITH the easements, rights of way and privileges appurtenant to the aforesaid Lot Fifteen (15), over the adjoining property now or formerly of Matthew J. Serra designated as Lot Fourteen (14), such easements, rights and privileges being set forth in deed of Mathew J. Serra to Bess Eaton Of Westerly, Inc. dated June 14, 1979, recorded in Book 196 Page 134 and in a prior Notice of Lease from Mathew J. Serra dated June 8, 1970 and recorded in Book 98 at Page 315 of the Westerly Land Records.

SUBJECT TO similar rights, privileges and easements over the within described Lot Fifteen (15) for the benefit of said Lot Fourteen (14).

This conveyance is made subject to any and all easements, restrictions, and encumbrances of record and any and all real estate taxes and assessments including, without limitation, those now due and payable and those hereafter becoming due and payable.

Being the same property conveyed to Angelo A. Gencarelli, III by deed dated May 25, 1993 and recorded on May 26, 1993, at 9:22 a.m. in Volume 465 at Page 157.

Compliance with R.I.G.L. §23-28.35-1 is not required as this conveyance is exempted from the provisions of such law pursuant to R.I.G.L. §23-28.35-14.

Municipal Address: 4860 Post Road, Charlestown, RI

Legal Description: That certain parcel of land with all buildings and improvements located on the southerly side of U.S. Route 1, also known as Post Road, in the Town of Charlestown, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly freeway line of Post Road, and the northwesterly corner of the herein described parcel, said point being opposite and one hundred and thirty-two and no hundredths (132.00) feet southerly from Station 157+79.00 on the centerline of Post Road as delineated on State of Rhode Island Highway Plat No. 1337, Sheet No. 18;

Thence northeasterly along said southerly freeway line one hundred and twenty-one and no hundredths (121.00) feet to a point in said southerly freeway line, said point being opposite and

one hundred and thirty-two and no hundredths (132.00) feet southerly from Station 159+0.00 on the centerline of Post Road as delineated on State of Rhode Island Highway Plat No. 1337, Sheet No. 18;

Thence northeasterly at an interior angle of $185^{\circ}-12'-33''$ along said southerly freeway line, eighty and no hundredths (80.00) feet to a point in said southerly freeway line;

Thence southeasterly at an interior angle of $114^{\circ}-52'-56''$ bounded easterly by land now or formerly of Angelo J. and Janice E. Falcone one hundred and thirty-seven and twenty-eight hundredths (137.28) feet to a point;

Thence southwesterly at an interior angle of $68^{\circ}-44'-24''$ bounded southerly by said Falcone land one hundred and ninety-two and no hundredths (192.00) feet to a point;

Thence northwesterly at an interior angle of $110^{\circ}-40'-14''$ bounded westerly by said Falcone land one hundred and sixty-two and no hundredths (162.00) feet to the point of beginning. Said parcel contains 26,279 square feet.

Municipal Address: 18 Kingstown Road, Richmond, RI

Legal Description: Parcel I

That certain piece or parcel of land, together with all buildings and improvements thereon, located on the northerly side of Rhode Island Route 138 in the Town of Richmond, Washington County, Rhode Island and being more particularly described as follows:

Beginning at a point on the northeasterly street line of Rhode Island Route 138 and located 99.82 feet southeasterly along the northeasterly street line of Rhode Island Route 138 from a Rhode Island Highway Bound located at centerline station 300+32.93, 45.76 feet right, said point also being at lands now or formerly of Richmond Realty Associates and the westerly corner of the herein described parcel;

Thence northeasterly along said Richmond Realty Associates lands, 150.00 feet;

Thence southeasterly, turning an interior angle to the left of $87^{\circ} 54' 26''$, 110.00 feet;

Thence southeasterly, turning an interior angle to the left of $178^{\circ} 29' 37''$, 10.00 feet;

Thence southwesterly, turning an interior angle to the left of $93^{\circ} 10' 31''$, 150.00 feet, to the northeasterly street line of Rhode Island Route 138;

The previous four courses bounded northwesterly, northeasterly, northeasterly and southeasterly by said Richmond Realty Associates lands;

Thence northwesterly along the northeasterly street line of Rhode Island Route 138, turning an interior angle to the left of $86^{\circ} 49' 29''$, 10.00 feet;

Thence continuing northwesterly along the northeasterly street line of Rhode Island Route 138, 18.67 feet;

Thence northwesterly along the northeasterly street line of Rhode Island Route 138, turning an interior angle to the left of $181^{\circ} 47' 45''$, 90.23 feet to the point and place of beginning.

The first and last courses intersect to form an interior angle of $91^{\circ} 48' 17''$.

SCHEDULE "2.2(b)"

Gencarelli Leases

Municipal Address:

85 Salem Turnpike Road, Norwich, CT

Landlord:

Copper Beech Properties LLC

Tenant:

Louis A. Gencarelli, Sr.

Date of Lease:

December 27, 2000

Current Annual Rent:

\$60,000.00

Expiry Date:

December 26, 2020

Term:

20 years

Renewals:

1 term of 5 years

Legal Description:

A certain tract or parcel of land situated on the northerly side of Salem Turnpike (Connecticut Route 82) IN THE Town of Norwich, County of New London and State of Connecticut, together with the building thereon, being more particularly bounded and described as follows:

Commencing at a point situated in the southeasterly corner of the herein leased premises; thence N 29° 01' 25" W, 200.33 feet to a point; thence N 61° 01' 25" E, 81.92 feet to a point; thence in a general easterly direction along a curve with a radius of 47.00 feet, 27.68 feet to a point; thence S 85° 14' 08" E, 5.00 feet to a point; thence S 05° 21' 37" E, 28.44 feet to a point; thence in a general westerly direction along the curve with a radius of 75.00 feet, 44.17 feet to a point; thence S 61° 01' 25" W, 136.65 feet to a point; thence S 28° 48' 35" E, 11.74 feet to a point; thence S 61° 01' 25" W, 74.96 feet to an iron pipe; thence S 18° 41' 12" E, 153.50 feet to a point; the last course abutting westerly on land of South Kendall Properties, Inc.; thence S 20° 16' 02" E, 24.64 feet to an iron pipe; thence N 74° 15' 28" E, 36.54 feet to an iron pipe; thence S 21° 54' 02" E, 56.69 feet to an iron pipe and point of beginning, the last three courses abutting on land of the State of Connecticut. TOGETHER WITH the right of ingress and egress by Tenant and its employees and invitees on and over those premises of Landlord situated easterly of the first course described above, which easement shall extend 30 feet from Tenant's easterly boundary as described in the first course above.

<u>Municipal Address:</u>	550 Newton Street, Fall River, MA
<u>Landlord:</u>	Papa Gino's of America, Inc.
<u>Tenant:</u>	Louis A. Gencarelli, Sr.
<u>Date of Lease:</u>	April 9, 1987
<u>Current Annual Rent:</u>	\$25,920.00
<u>Expiry Date:</u>	April 30, 2007
<u>Term:</u>	20 Years
<u>Renewals:</u>	3 terms of 5 years
<u>Legal Description:</u>	<p>Legally described as the land with the buildings thereon situated at Mariano S. Bishop Boulevard, Fall River, Bristol County, MA., and being a portion of the following described premises:</p> <p>The land in Fall River, Massachusetts shown on a plan entitled, "Plan of Land in Fall River, Mass. for James J. Karam, Scale 1 inch = 40 feet, April 23, 1985" by Tibbetts Engineering Corp., New Bedford, Massachusetts, which plan is recorded in the Bristol County Fall River District Registry of Deeds at Plan Book 76, Page 18. Northerly by land now or formerly of Samuel Miller, 218.58 feet; Easterly by land now or formerly of Robert B. Romanow 206.62 feet; Southerly by Newton Street 328.35 feet, more or less; and Northwesterly by Mariano S. Bishop Boulevard 153.50 feet, more or less and containing 1.05 acres, more or less. Being a portion of the premises conveyed to Grantor by deed of Peter Patota dated September 28, 1984 and recorded with the Bristol County Fall River District Registry of Deeds in Book 1526, Page 65.</p>

<u>Municipal Address:</u>	621 Kingstown Road, Wakefield, RI
<u>Landlord:</u>	Frank W. Smith, Jr. and Irene K. Smith, Trustees
<u>Tenant:</u>	Louis A. Gencarelli, Sr.
<u>Date of Lease:</u>	June 18, 1998
<u>Current Annual Rent:</u>	\$48,714.00
<u>Expiry Date:</u>	July 31, 2016
<u>Term:</u>	18 years
<u>Renewals:</u>	None
<u>Legal Description:</u>	<p>That certain tract or parcel of land with all the buildings and improvements thereon, situated on the easterly side of Kingstown Road in the Village of Wakefield, Town of South Kingstown, County of Washington, State of Rhode Island, comprising the whole of Lots numbered two (2), three (3) and fourteen (14) on that plat entitled "Plan of House Lots for A.C. and Geo P. Robinson, Being the Albert Robinson Deceased Estate, Wakefield, R.I. October 1888, Scale 80 Feet to an Inch, Chas. F. Chase, Engineer Providence, R.I.", which said plat is recorded in the Land Evidence Records of the said Town of South Kingstown in Book 42 between pages 154 and 155. Said tract of land being more particularly bounded and described as follows: commencing at a point on the easterly side of said</p>

Kingstown Road at the southwesterly corner of land now or formerly of Margaret E. Downing, thence in a general easterly direction in a straight line to land now or formerly of Narragansett Electric Company, bounded northerly by land now or formerly of said Margaret E. Downing; thence in a general southerly direction in a straight line to the northwesterly corner of said Lot Numbered 14, bounded easterly by said land of said Narragansett Electric Company; thence in a general easterly direction in a straight line 133 feet, more or less, to Patton Street, so-called, bounded northerly by said land of said Narragansett Electric Company; thence southerly in a straight line to the northeasterly corner of Lot Numbered 13 on said plat, bounded easterly by said Patton Street; thence in a general westerly direction in a straight line bounded southerly by said lot numbered 13 and also by Lot Numbered 4 on said plat to said Kingstown Road; thence in a general northerly direction following the easterly line of Kingstown Road a distance of 164.8 feet, more or less, to the point or place of beginning.

Municipal Address:

Landlord:

Tenant:

Date of Lease:

Current Annual Rent:

Expiry Date:

Term:

Renewals:

Legal Description:

1000 Bald Hill Road, Warwick, RI

LMH Limited Partnership

Louis A. Gencarelli, Sr.

November 16, 1987

\$43,200.00

November 30, 2007

20 years

4 terms of 5 years

That certain parcel of land, with all the buildings and improvements thereon, situated on the southeasterly side of Bald Hill Road, in the City of Warwick, County of Kent and State of Rhode Island, bounded and described as follows:

Beginning at the most westerly corner hereof at a point in the southeasterly line of Bald Hill Road at the most northerly corner of land now or lately of Jan Co., Inc. thence southeasterly bounding southwesterly in part on said last named land and in part on land now or lately of Webster A. Jenison et al about seven hundred twenty (720) feet to land now or lately of Charles Nicholls et al; thence northerly in a straight line bounding easterly on said Nicholls land in part, in part on land now or lately of Emiddio Tedeschi et al, in part on land now or lately of Carl O. Carlson et ux and in part on land now or lately of Julie A. Petrarca et al, along a stone wall to an angle fifty-seven and 21/100 (57.21) feet northerly of the northeasterly corner of said Calson land; thence turning an interior angle of 222° 03' 40" and running northeasterly along a stone wall in part and in a line in continuation therewith one

hundred eighty-two and 38/100 (182.38) feet to a stone bound set in the ground, bounding southeasterly on said Petrarca land; thence northerly along a line in range with the westerly boundary line of land now or lately of Dorothy M. Godfrey and running along a fence, bounding easterly on said land of Petrarca and in part on said Godfrey land, in all two hundred thirty-two and 22/100 (232.22) feet to land now or lately of Alan Brian Realty Co. at a stone bound set on the southerly side of a stone wall; thence turning an interior angle of 101° 09' 30" and running westerly bounding northerly on said last named land five hundred twenty-three and 85/100 (523.85) feet, more or less, to said Bald Hill Road; thence southwesterly bounding northwesterly on said Bald Hill Road four hundred eighteen and 47/100 (418.47) feet, more or less, to said land of Jan Co., Inc. at the point of beginning.

Municipal Address:

Sub-Landlord:

Sub-Tenant:

Date of Lease:

Current Annual Rent:

Expiry Date:

Term:

Renewals:

Legal Description:

Route #30, 1302 Hartford Turnpike, Vernon, CT
Alwar Equities, Inc., now Kenyon Oil Company, Inc.

Louis A. Gencarelli, Sr.

December 1, 1988 (Sublease)

\$36,000.00

[To be provided by Vendor]

10 years less 1 day

4 terms of 5 years

Those two certain pieces or parcels of land located in the Town of Vernon, County of Tolland and State of Connecticut, being more particularly bounded and described as follows, to wit:

First Parcel:

Northerly by land now or formerly of Lorenzo R. Sparrow;
Easterly by Grove Street;
Southerly by South Street; and
Westerly by land now or formerly of S.L. Burgess and by land now or formerly of Alzina Bruce, in part by each.

Second Parcel:

Northerly by South Street;
Easterly by land now or formerly of the Town of Vernon and by land now or formerly of Charles B. Reed, in part by each;
Southerly by land now or formerly of said Reed; and
Westerly by the highway leading from the Almshouse of Vernon to Walker's Reservoir, so-called, and known as the County Road.

Municipal Address: 25 West Broad Street, Pawcatuk, CT
Landlord: Joan A. Atterbury
Tenant: Louis A. Gencarelli, Sr.
Date of Lease: November 10, 1984, as amended by agreement dated March 5, 1999
Current Annual Rent: \$6,387.00
Expiry Date: October 3, 2018
Term: November 1, 1987 to October 3, 2018
Renewals: 6 terms of 5 years
Legal Description: A certain tract or parcel of land, located in the Village of Pawcatuck, Town of Stonington, County of New London and State of Connecticut, bounded and described as follows:
Bounding southerly by West Broad Street, so-called; westerly by land formerly of Silverstein Brothers, now or formerly of The Washington Trust Company, northerly by land now or formerly of the C.W. Campbell Company, and easterly by land now or formerly of Frederick S. Opie, formerly of Mary E. Stillman. Said tract includes the driveway running along the westerly line thereof to West Broad Street; which driveway is subject to rights of record. Being known as the "People's Mission" property:
Being the same premises conveyed to Shirley Anderson Atterbury, a.k.a. Joan A. Atterbury by deed recorded in Volume 124, Page 538, Stonington Land Records.

SCHEDULE "2.2(c)"

Gencarelli Leases to Bess Eaton

Municipal Address	Date of Lease	Term (Yrs.)	Expiry Date	Renewals	Annual Rent
627 Long Hill Road, Groton, CT	January 25, 2001	20	January 31, 2021	4 x 5	\$78,060.00
85 Salem Turnpike, Norwich, CT	June 1, 2003	20	May 31, 2023	4 x 5	\$144,562.97
1023 N. Main St. Fall River, MA	March 1, 2002	20	August 31, 2022	4 x 5	\$115,195.56
550 Newton St., Fall River, MA	April 1, 2000	20	March 31, 2020	4 x 5	\$62,790.00
2174 Plainfield Pike, Cranston, RI	October, 1998	20	June 15, 2018	2 x 5	\$41,400.00
227 Post Rd. (Dunns Corners) Westerly, RI	January 1, 1999	No term contained in lease	No expiry provided for in lease	3 x 5	\$86,400.00
60 Main St. Bradford, RI	August 1, 1987	5	July 31, 2002	3 x 5	\$44,598.84
224 Norwich-Westerly Road, North Stonington, CT	May 1, 2000	20	April 30, 2020	4 x 5	64,800.00
563 Providence-New London Turnpike, North Stonington, CT	January 1, 2001	20	December 31, 2020	3 x 5	\$86,400.00
621 Kingstown Road, Wakefield, RI	January 1, 2001	20	December 31, 2020	3 x 5	\$120,954.00
1242 Newport Ave., Pawtucket, RI	May 1, 1987as amended by amendment to Lease dated August 28, 1997	5	April 30, 2007 (as extended)	5 x 5	\$62,400.00
572 Grand Army Hwy., Swansea, MA	January 1, 1999	20	December 31, 2019	3 x 5	\$68,640.00
74 Nooseneck Hill Road West Greenwich, RI	July 1, 2000	20	December 31, 2019	3 x 5	\$93,600.00
231 Main Street, Ashaway, RI	January 1, 2001	20	December 31, 2021	3 x 5	\$96,000.00
1000 Bald Hill Rd., Warwick, RI	June 1, 2001	20	June 21, 2021	3 x 5	\$120,778.32
1250 Gold Star Hwy., Groton, CT	January 1, 2001	20	December 31, 2020	4 x 5	\$102,000.00
127 High Street, Westerly, RI	January 1, 2001	20	December 31, 2020	3 x 5	\$90,000.00

Municipal Address	Date of Lease	Term (Yrs.)	Expiry Date	Renewals	Annual Rent
25 West Broad Street, Stonington, CT	April 1, 2000	20	March 31, 2020	3 x 5	\$182,861.52
148 South Broad Street, Stonington, CT	April 1, 2000	20	March 31, 2020	3 x 5	\$180,000.00
435 Washington St., Coventry, RI	May 1, 2000	20	April 30, 2020	4 x 5	\$93,600.00
162 Granite Street, Westerly, RI	July 1, 1993	5	June 30, 1999	3 x 5	\$90,000.00
723 Boswell Ave., Norwich, CT	May 1, 2000	20	April 30, 2020	4 x 5	\$89,400.00
4680 Post Rd., Charleston, RI	January 1, 2001	20	December 31, 2020	3 x 5	\$124,894.56
1302 Hartford Turnpike, Vernon, CT	December 1, 1988	5	November 30, 1993	5 x 5	\$96,000.00
18 Kingstown Rd., Richmond, RI	January 1, 2000	20	December 31, 2020	3 x 5	\$90,000.00

SCHEDULE "2.2(d)"

Gencarelli Third Party Leases

60 MAIN STREET, BRADFORD, RI

Date of Lease: March 1, 1996
Landlord: Louis A. Gencarelli, Sr.
Tenant: Boole Eja
Premises: 1,778 sq. ft.
Use: Convenience/Grocery Store/Pizza Restaurant
Term: Month to month tenancy (lease expired)
Annual Rent: \$12,000
Security Deposit: None

74 NOOSENECK HILL ROAD, WEST GREENWICH, RI

Date of Lease: November 6, 2002
Landlord: Louis A. Gencarelli, Sr.
Tenant: Matthew J. Kearns (doing business as Guitar Studio)
Premises: Unit 2 and Unit 3 (consisting of approximately 1,600 sq. ft.)
Use: Operation of guitar instruction studio
Term: 18 months (commencing November 1, 2002 and terminating April 30, 2004)
Annual Rent: \$8,700.00
Security Deposit: \$525.00

Date of Lease: March 22, 2002
Landlord: Louis A. Gencarelli, Sr.
Tenant: Opus Acupuncture
Premises: 800 s.f. (Unit 4)
Use: Acupuncture Office
Term: month to month
Annual Rent: \$7,200.00
Security Deposit: \$900.00

435 WASHINGTON STREET, COVENTRY, RI

Date of Lease: February 22, 2001
Landlord: Louis A. Gencarelli, Sr.
Tenant: Brady A. Trautman and Jill F. Trautman (doing business as Mason's Deli)
Premises: 2,000 sq. ft., (Units B and C)
Use: Operation of pizza and deli shop
Term: March 15, 2001 to March 31, 2002 (as renewed by renewal letter dated September 16, 2002, lease is to expire March 31, 2004).
Annual Rent: \$1,400.00/month (\$16,800.00/annum)
Security Deposit: \$1,400.00

**Schedule 2.3(g)
Excluded Assets**

Corporate Office

All equipment, furniture and fixtures at the corporate office located in Westerly RI, but excluding from this Schedule 2.3(g):

- Computer equipment supplied by Dell Financial
- Telephone
- IKON copiers and printers
- Pitney Bowes digital mailing system
- Intergralis firewall software

Hot donut bakery equipment, and related equipment located at store #948 (Pawcatuck 1)

All bakery equipment, furniture and fixtures located at the Bakery in Westerly, RI, including:

- Hobart medium mixer (Serial #31-1250-140)
- Hobart small mixer (Serial #11-339-302)
- Belshaw donut machine (no serial #)
- Belshaw donut machine (no serial #)
- Ansul exhaust hood
- Blodgett oven Mark 5
- Hobart proofer Model Adamatic
- Hobart large mixer (BE Tag #1445)
- Hobart larger mixer (BE Tag #1448)
- Large mixing bowl
- One small mixing bowl
- One small mixing bowl
- Two Doran scales and one small scale
- Food saver Vac 540

but specifically excluding from the Excluded Assets the equipment described on Exhibit A and Exhibit B attached to this Schedule 2.3(g)

**Exhibit "A" to Schedule 2.3(g)
Included Equipment**

- (1) Delfield Sandwich Unit 48"W x 31 ½" D
- (1) Delfield Cooler Unit 32" W x 33 ½" D
- (2) Delfield 3-Drawer Sandwich Cooler 31 ½" W x 27 1/4" D x 48"H
- (5) IC3 Tea Machines
- (9) Holman Bagel Toasters
- (10) Hot Powder Machines
- (17) Bunn Coffee Machines
- (8) Microwaves
- (1) Delfield 2 Door Under Counter Reach-In
- (20) IC3 BWS
- (1) Delfield 2 Door Stand-Up Cooler
- (7) Fondant Warmers Table Top
- (4) Safes
- (1) Gemini Full Size Oven
- (1) Finishing Table with Drop-In Fondant
- (1) LX18 Hobart Dishwasher
- (28) Large Tray Keepers
- (1) Delfield 2 Door Under Counter Reach-In
- (60) Boxes of 6 cup holders
- (1) Blodgett Oven

Exhibit "B" to Schedule 2.3(g)

POS equipment currently at Corporate Office

Back Office POS

NCR3234	3
NCR3236	2
NCR3272	8
Total BOH	13

POS Monitors

13

POS Terminals

NCR7454	26
NCR7453	11
Total POS	37

Receipt Printers

NCR7194	21
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CASH DRAWERS

30

Alpha Citi Service Center Keys

2 Terminal Keys	2
#22445	
#6557	

3 Terminal Keys	4
#22469	
#22468	
#24247	
#24782	

4 Terminals Keys	2
#19599	
#19602	

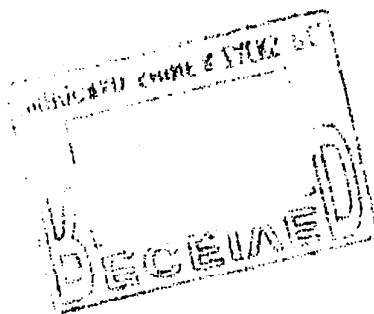
5 Terminal Key	2
#20299	
#21221	

Office Printers

Lexmark E310	4
Lexmark E+	2
Lexmark E22	1
Total Printers	7

Equipment waiting to be received by NCR

Monitors	2
NCR7454	2
NCR7194	1
Lexmark E310	2



**Schedule 2.3(g)
Excluded Assets**

Corporate Office

All equipment, furniture and fixtures at the corporate office located in Westerly RI, but excluding from this Schedule 2.3(g):

- Computer equipment supplied by Dell Financial
- Telephone
- IKON copiers and printers
- Pitney Bowes digital mailing system
- Intergralis firewall software

Hot donut bakery equipment, and related equipment located at store #948 (Pawcatuck 1)

All bakery equipment, furniture and fixtures located at the Bakery in Westerly, RI, including:

- Hobart medium mixer (Serial #31-1250-140)
- Hobart small mixer (Serial #11-339-302)
- Belshaw donut machine (no serial #)
- Belshaw donut machine (no serial #)
- Ansul exhaust hood
- Blodgett oven Mark 5
- Hobart proofer Model Adamatic
- Hobart large mixer (BE Tag #1445)
- Hobart larger mixer (BE Tag #1448)
- Large mixing bowl
- One small mixing bowl
- One small mixing bowl
- Two Doran scales and one small scale
- Food saver Vac 540

but specifically excluding from the Excluded Assets the equipment described on Exhibit A and Exhibit B attached to this Schedule 2.3(g)

Exhibit "A" to Schedule 2.3(g)
Included Equipment

- (1) Delfield Sandwich Unit 48"W x 31 ½" D
- (1) Delfield Cooler Unit 32" W x 33 ½" D
- (2) Delfield 3-Drawer Sandwich Cooler 31 ½" W x 27 1/4" D x 48"H
- (5) IC3 Tea Machines
- (9) Holman Bagel Toasters
- (10) Hot Powder Machines
- (17) Bunn Coffee Machines
- (8) Microwaves
- (1) Delfield 2 Door Under Counter Reach-In
- (20) IC3 BWS
- (1) Delfield 2 Door Stand-Up Cooler
- (7) Fondant Warmers Table Top
- (4) Safes
- (1) Gemini Full Size Oven
- (1) Finishing Table with Drop-In Fondant
- (1) LX18 Hobart Dishwasher
- (28) Large Tray Keepers
- (1) Delfield 2 Door Under Counter Reach-In
- (60) Boxes of 6 cup holders
- (1) Blodgett Oven

POS equipment currently at Corporate Office

PC Monitors		
		#22468
		#24247
	13	

POS Terminals	26	4 Terminals Keys	2
NCR7454	26	#19599	
NCR7453	11	#19602	
Total POS	37		
		5 Terminal Key	2
Receipt Printers	21	#20299	
NCR7194	21	#21221	

Cash Drawers

BOH Printers		Equipment waiting to be repaired by NCR
Lexmark E310	4	Monitors 2
Lexmark E+	2	NCR7454 2
Lexmark E22	1	NCR7194 1
Total Printers	7	Lexmark E310 2

SCHEDULES 3.5(a) & 3.5(b)

BE PURCHASE PRICE ALLOCATION

2.1 Bess Eaton Assets

Final For Signing

	\$
a Leasehold Improvements	3,883,857
b Machinery, Equipment and Furniture owned	2,400,000
c Vehicles leases	1
d Inventories	250,000
e Prepaid Expenses	
f Agreements	
g Licences and Permits	
h Intellectual Property	1
i Computer Software	
j Books and Records	
k Insurance Proceeds Receivable	78,838
l Goodwill	1
m Non-compete	25,000
	<u>6,637,698</u>

2.2 Gencarelli Assets

a, e 19 sites where the building, land and goodwill are owned:	
land	7,810,000
buildings	7,975,000
site goodwill	10,525,205
b 6 ground leases:	
buildings	1,941,143
c leases or subleases between Gencarelli & BE	1
d leases between Gencarelli as landlord and the third party tenants	1
f Groton land	225,000
g interest on installment sale note	355,952
h Non-compete	50,000
	<u>28,882,302</u>
	<u>35,520,000</u>

PAYABLE AS FOLLOWS:

1 Closing	BE	6,637,698
	LG	25,328,175
2 Installment - payable over 5 years	LG	3,554,127
		<u>35,520,000</u>

Allocation & Payment of Proceeds

ALLOCATION

Bess Eaton	6,612,098
LG	28,476,350
Non-competes	75,000
Interest on note	<u>355,952</u>
	<u><u>35,520,000</u></u>

PAYMENT SUMMARY

Deposit	initial	75,000
	final	425,000
Grotton	closing	225,000
Mystic	escrow	349,897
Cash on closing		30,890,976
Installment - payable over 5 years		<u>3,554,127</u>
		<u><u>35,520,000</u></u>

BE STORE SITE VALUE
ALLOCATION BY STORE

<u>Store #</u>		Allocation
		<u>3,883,857.02</u>
1	989	41,987.64
2	907	291,580.86
3	922	349,897.03
4	932	349,897.03
5	920	349,897.03
6	943	349,897.03
7	909	349,897.03
8	913	291,580.86
9	923	291,580.86
10	944	349,897.03
11	949	349,897.03
12	953	349,897.03
13	963	41,987.64
14	965	41,987.64
15	968	41,987.64
16	970	<u>41,987.64</u>
10		<u>3,883,857.02</u>